

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
INDUSTRIAL SUPPLIES & EQUIPMENT, JANITORIAL SUPPLIES & EQUIPMENT,
LAMPS & LIGHT FIXTURES
MASTER PRICE AGREEMENT
6416

1. Scope: This addendum and the resulting price agreement is for the use of all State of Montana agencies and Political Subdivisions (including Counties and Municipalities. Water Districts, School Districts, etc.) The State of Montana terms and conditions in Attachment "A" of the referenced solicitation shall apply.
2. Changes: All pricing structures as received in Bid #WSCA 6416 shall be replaced by the attached Pricing Structure, and used on the resulting Price Agreement. The current contract period is from 12/1/04-11/30/05.
3. Lease Agreements: **Non-Applicable**
4. Primary Contact: The primary government contact individual for this participating addendum is as follows:

Rhonda R. Grandy
State of Montana
State Procurement Bureau
(406) 444-3320

5. Subcontractors: **NONE**

6. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include price agreement number: 6416
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: _____
By: _____
Name: _____
Title: _____
Date: _____

Contractor: Grainger
By: _____
Name: _____
Title: _____
Date: _____

STATE OF MONTANA - TERM CONTRACT

Standard Terms and Conditions

By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at <http://sos.state.mt.us/css/index.asp>.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**Western States Contracting
Alliance - WSCA #6416**

<u>Grainger Product Categories</u>	<u>% off Grainger Each Price</u>
1. Motors and Power Transmission	
a. Electric motors	28% off Grainger each price
b. Belts and pulleys	28% off Grainger each price
c. Motor accessories	28% off Grainger each price
2. Electrical	
a. Voice and data equipment	10% off Grainger each price
b. Electrical distribution	10% off Grainger each price
c. Electrical controls	10% off Grainger each price
d. Electrical supplies	10% off Grainger each price
3. Lighting	
a. Task lighting	10% off Grainger each price
b. Lamps	10 - 88% off Grainger each price
c. Ballasts	10 - 71% off Grainger each price
d. Fixtures	10% off Grainger each price
e. Accessories- batteries, flashlights, lanterns	10% off Grainger each price

4. Tools, Test instruments, Outdoor Equipment

- | | |
|---|--|
| a. Power tools | 10% off Grainger
each price |
| b. Power tools accessories | 10 - 30% off
Grainger each
price |
| c. Hand tools | 10 - 34% off
Grainger each
price |
| d. Testing and measuring, meters | 10% off Grainger
each price |
| e. Shovels, chain saws, hoses and reels | 10% off Grainger
each price |
| f. Auto shop equipment | 10% off Grainger
each price |
| g. Generators and engines | 10% off Grainger
each price |

5. Metalworking and shop supplies

- | | |
|----------------------------------|--------------------------------|
| a. Machining equipment | 10% off Grainger
each price |
| b. Welding | 10% off Grainger
each price |
| c. Fastening | 10% off Grainger
each price |
| d. Adhesives and sealants | 10% off Grainger
each price |
| e. Lubricants and chemicals | 10% off Grainger
each price |
| f. Parts washers and accessories | 10% off Grainger
each price |

6. Cleaning and painting equipment and supplies

- | | |
|---|--------------------------------------|
| a. Floor and carpet care equipment and supplies | 10-20% off
Grainger each
price |
|---|--------------------------------------|

- b. Paper and janitorial supplies 10-20% off Grainger each price
- c. Paint and painting supplies 10% off Grainger each price
- d. Cleaning chemicals 10% off Grainger each price

7. Material Handling

- a. Ladders and climbing equipment 10% off Grainger each price
- b. Shelving and storage 10% off Grainger each price
- c. Casters 10% off Grainger each price
- d. Carts and trucks 10% off Grainger each price
- e. Hoists, winches, rigging equipment 10% off Grainger each price
- f. Packaging and supplies 10% off Grainger each price
- g. Drum and dock equipment 10% off Grainger each price

8. Safety and security

- a. Safety storage and fire protection 10% off Grainger each price
- b. Personal protective equipment 10% off Grainger each price
- c. Instrumentation and gas detection 10% off Grainger each price
- d. Industrial safety-showers, first aid, lockout/tagout 10 - 20% off Grainger each price
- e. Identification 10 - 20% off Grainger each price
- f. Padlocks, alarms, 10% off Grainger

metal detectors and
door hardware

each price

9. Fluid power

- a. Air compressors 10% off Grainger
each price
- b. Pneumatic tools 10% off Grainger
each price
- c. Air treatment-filters,
regulators, lubricators,
dryers 10% off Grainger
each price
- d. Valves and cylinders 10% off Grainger
each price
- e. Hose and fittings 10% off Grainger
each price
- f. Hydraulics 10% off Grainger
each price

10. Pumps and plumbing

- a. Centrifugal pumps 10% off Grainger
each price
- b. Sump and sewage
pumps 10% off Grainger
each price
- c. Water system pumps 10% off Grainger
each price
- d. Positive
displacement pumps 10% off Grainger
each price
- e. Plumbing equipment
and supplies 10% off Grainger
each price

11. HVAC

- a. HVAC controls 10% off Grainger
each price
- b. Heating equipment 10% off Grainger
each price
- c. A/C and refrigeration 10% off Grainger
each price

- d. Air treatment, air cleaners, dust collectors 10% off Grainger each price
- e. Air filtration 30-50% off Grainger each price
- f. Fans 10% off Grainger each price
- g. Power roof ventilators 10% off Grainger each price
- h. Blowers 10% off Grainger each price

State of Montana

Grainger Narrative Response, Clarification and Notations
WSCA Invitation to Bid #6416

I. Balance of the Vendor's Catalog Line: Continuation Sheet No.12

WSCA participating entities will be extended beyond the net priced items in the bid schedule the following discounts based on the Grainger General Catalog. These discounts will be firm for the term of the agreement, and that individual prices are subject to change. In addition, some commonly purchased products in the Grainger Industrial Supply Catalog are already very competitively priced. These items will not be subject to the discount listed in Section I.

Industrial Equipment and Supplies	10 – 40% off each price
Grainger Parts (original OEM)	10% off each price
Air Filters	20 – 40% off each price
Electric Motors	28% off each price
Power Transmission	28% off each price
Stanley/Proto	58% off manufacturer's list price
Armstrong/Allen/KD Tools	58% off manufacturer's list price
DeWalt Power Tools	48% off manufacturer's list price
DeWalt Accessories	42% off manufacturer's list price
Milwaukee Power Tools	46% off manufacturer's list price
Milwaukee Accessories	42% off manufacturer's list price
Cooper Tools	48% off manufacturer's list price
(includes Wiss, Excelite, Crescent, HK Porter, Lufkin, Nicholson, Weiler & Diamond)	
Janitorial Supplies	10-20% off each price
Lighting and Light Fixtures	10 –15% off each price
Ballast – Sign	65% off manufacturer list
Ballast – HID	72% off manufacturer list
Ballast – Electronic	77% off manufacturer list
	(Advance Transformer Co.
	Advance Trade Price Sheet 150-CC May
	1, 2000)
Lamps	82% off manufacturer list
	GE Lighting Large Lamp 9002-D 1/31/2001
	(GE Lighting "Excluded Lamps" listed will
	receive a 10 – 15% off the Grainger General
	Catalog each price)

K. Reports Continuation Sheet No.13

Grainger will generate item history and product line distribution reports on a quarterly basis, designed to help us understand usage patterns and key product categories. Grainger can also document on-time delivery performance, order error percentage rates, and will call to ship ratios. We also have the ability to generate custom reports that will meet and exceed all of the WSCA states reporting requirements. Some examples are invoice count reports, quarterly spend by agency by location, for all state agencies and political subdivisions, rebate reporting with account and location level detail, and volume reports by commodity category, by state agency and/or political subdivision. Grainger can provide virtually any kind of reporting WSCA states and agencies may wish to review, based on all of the data elements and content which is captured in the business transaction process.

L. Vendor Experience: Continuation Sheet No. 13

1. **State of Nevada**

Bill Moell, Administrator, Division of Purchasing

Industrial Supplies Contract 5658

Expiration: 12/31/01

Annual contract volume: \$3.6 million

Janitorial Supplies Contract 5965

Expiration: 04/30/02

Annual contract volume: \$400,000

State of Ohio

Tracy Gripper, Buyer, Purchasing

4200 Surface Road

Columbus, OH 43228

614-466-2000

Multiple Award Contract (MAC) #14

Expiration: August 2003

Annual contract volume: \$21 million

State of New York

Richard Bokus, Assistant Director, Procurement Services

(518) 474-3416

38th Floor, Corning Tower, Empire State Plaza

Albany, NY 12242

**Industrial and Commercial Supplies and Equipment Contract
#PC57449**

(multiple award seven suppliers)

Expiration: October 2005

Annual contract volume: \$40 million (annual sales with Grainger)
(\$12 state agencies, \$28 political subdivisions)

Lighting Contract #PC57124

(multiple award GE Lighting, Sylvania and Philips)

Expiration: October 2001 (extension being implemented currently)

Annual contract volume: \$3.5 million (GE Lighting/Grainger)

State of California

Bob Riola, Contract Administrator, Department of Purchasing

Work: 916-324-7799 Fax: 916-322-4497

1823 14th Street

Sacramento, CA 95814

State of California Janitorial Contract #1-98-79-55

Expiration: April 2003

Annual contract volume: \$10 million

State of Texas

Paul Schlemper, Director Purchasing, General Services Commission

1711 San Jacinto, Austin, TX 78701

PO Box 13047, Austin, TX 78711-3047

512-463-3443

MRO Contract #445-N1

Expiration: March 2004

Annual contract volume: \$10 million

Grainger has state "catalog" contracts with 16 of 50 states.

2.

- A. Number of employees: 11,000 employees.
- B. Monthly sales volume: \$400 Million, \$5 Billion annually.
- C. Warehouse capabilities: Grainger has a nationwide network of 380+ branches located in all 50 states. Grainger also operates: 6 Zone Distribution Centers (ZDC) located in Los Angeles, Atlanta, New Jersey, Dallas, Ohio, and Carol Stream, IL. 2 Regional Distribution Centers (RDC) located in Kansas City, MO and Fountain Inn, SC. 1 National Distribution Center (NDC) located in Niles, IL. Standard stock inventory turnaround is same day or next day. If we do not have it in stock locally, we can draw from nearly \$1 Billion in inventory, at over 390 branches and distribution centers, and have it in 1 to 7 days. Direct drop shipments from our manufacturers may take as much as 10 days. Again, since you currently get Grainger product same

day/next day over 95% of the time, that is the standard. The remaining 5% will average 3-7 days. Grainger Parts Operations (OEM parts) shipments will average 2-3 days, unless next day shipping is requested.

- D. Breadth of offering: Grainger offers more national brand manufacturers and products than any other industrial distributor nationally, with over 600,000 items available from over 1000 manufacturers. Through our Grainger Parts Operation division, we offer over 200,000 OEM replacement parts for the products we sell in our General Catalog, as well as non-catalog suppliers. In addition, through Grainger's FindMRO division, which is our sourcing arm, we have access to over 5 million additional products. We also offer Product Services in categories such as turnkey lighting upgrades; repairs of electric motors, air compressors, power tools; and installation of storage equipment, partition walls, in-plant offices, mezzanines, and outdoor buildings. Another service we offer is turnkey electrical installation of variable frequency drives, power monitoring equipment, switch gear, and other electrical components. Grainger also offers safety services, both free and fee-based. This covers ALL of the categories mentioned on "Continuation Sheet No. 10" under "Special Terms and Conditions", section "D." And many more.
- E. Internet and E-commerce capabilities: A pioneer in electronic commerce and the first MRO distributor to do business over the Internet, Grainger has been offering customers a reliable and flexible resource for ordering MRO products over the Internet since 1996 – Grainger.com. The following features have distinguished Grainger's website:

- Rich content
- Sophisticated search capabilities
- Customer-specific pricing
- Open account billing
- Access to a product's availability, whether from Grainger's national distribution center, six zone distribution centers, or 384 branches

These features allow customers to save money by reducing process and procurement costs.

Building on Grainger's reputation for superior customer service, Grainger.com offers customers a quick, convenient way to do business with Grainger. Orders placed over the Internet transfer seamlessly to one of Grainger's six zone distribution centers or 384 branches.

Grainger.com features:

- Personal profile customization – by creating a customer profile, customers can access express checkout capabilities, relevant promotion notices, and customer specific pricing
 - Personal lists – customer-generated lists make it easier for customers to keep track of and purchase frequently ordered items.
 - Multi-criteria search – available on every page, the search engine offers customers more ways to search for products.
 - Suggested lists
 - Online order history
 - Online order status for all Grainger orders
 - Two-step ordering via express checkout
 - Online customer service for registration and navigation questions
 - Fully integrated site with back-end order processing systems
 - Online, real time inventory availability
- (See Section “O” for E Commerce capabilities)

3. Grainger services our State Government customers with a team approach. Government Sales Managers (GSMs) are responsible to serve the State & Education customers in their assigned area. Government Sales Administrators (GSAs) are assigned to specific areas and are responsible to assist Government customers in informal / formal bids. Both GSMs and GSAs are aligned with Local customer service teams that consist of inside (operations) and outside sales teams. Branch Managers and Territory Managers service the local agencies and political subdivisions within their assigned area. For a detailed listing of Branch Manager and Territory Managers (See Attachment - Field Management and Sales Territory Roster).

Government Sales Managers

Colorado, Utah, Arizona, New Mexico

Andrew Guzzon
800-994-2343 ext. 85995

Washington, Oregon, Idaho, Montana, Alaska
Wyoming

Scott P. Zommers
503-345-0061

California, Hawaii, Nevada

Doug D'Alessio
415-850-5202

Western Region Vice President

Evan James
800-994-2342 ext. 86340

Government Sales Administrators

Billings Grainger branch

221 Moore Lane
Billings, MT 59101-3418
Phone: (406) 252-6311
Fax: (406) 252-0207
Branch Hours: 7:30 a.m. - 5:00 p.m.

- 0. E Commerce: Grainger is also very involved in many E-Commerce engagements with Government and private sector customers and digital marketplaces. Our Internet Commerce team can help develop and manage the complete front to back end integration for purchasing web sites, using either content deployment or punch out technology. Grainger is already partnered with major E-Commerce/E-Procurement companies, such as Ariba, Commerce One, Purchase Pro, and many others. Government customers that currently utilize Grainger as part of their web-based purchasing solution are: State of Connecticut, State of Louisiana, State of Ohio, State of Washington, State of Colorado, State of Utah, State of Massachusetts, and many others.
- P. Regular catalogs: Grainger produces an annual "General Catalog" as well as many specialty catalogs (cleaning supplies and lighting), for specific product categories. These are available to all agencies, nationwide.
- Q. Procurement Cards: Currently Grainger does not provide Level III data through procurement card third party providers. Grainger will provide line item detail usage reporting to all participating state agencies and political sub-divisions. See K for report capabilities.
- V. Extensions: Also in compliance with a discussion between Mr. Kuckenmeister, Mrs. Zamberelli and Mr. McClaskey in regard to the pricing on the Bid Scheduled items 1 through 135, please note that Grainger will guarantee the prices on WSCA 6416 for the duration listed on Grainger's proposal. Grainger will further guarantee that no price increase will occur without manufacturer documentation. Grainger will only increase or decrease prices the same percentage or amount given to Grainger. If there is no cost increase or decrease, Grainger will continue to extend current prices to the State.

- X. Distribution Points: Grainger has branch and distribution locations in all of the WSCA states. Below is a listing of Operations and Sales personnel. For complete listing (See attachment - Grainger Branch Alpha by state).

<u>State</u>	<u>Operations</u>	<u>Sales</u>
Washington	113	22
Oregon	63	12
Utah	43	8
Colorado	105	24
Arizona	107	21
Montana	13	3
Idaho	10	2
S. Dakota	8	2
Alaska	16	3
Wyoming	8	2
Hawaii	17	4
Nevada	47	10
New Mexico	26	5
California	428	112

Prices As Ceiling, Continuation Sheet No.21

"In regard to the pricing on the Bid Scheduled items 1 through 135, Grainger recognizes the prices in this Agreement as ceiling prices. Upon receiving an applicable manufacturer's price decrease, Grainger will use its best efforts to incorporate these decreases into the ceiling prices that will be applicable to future orders.

Volume Discounts, Continuation Sheet No.23

Grainger is willing to negotiate volume discounts with WSCA participants for specific requirements as deemed appropriate by both the WSCA agency and Grainger.